

4-1195

01-13

AGREEMENT BETWEEN

HAMMONTON BOARD OF EDUCATION

AND

HAMMONTON ADMINISTRATORS' ASSOCIATION

EFFECTIVE

JULY 1, 1983

X July 1, 1983 - June 30, 1985

A. UNIT MEMBERSHIP

In accordance with Chapter 123, Public Laws of 1974, the Board hereby recognizes the Association as the exclusive and sole representative for the collective negotiation concerning the terms and conditions of employment for all those administrators, whether under contract, on leave, or a per diem basis, including only:

Principals, Assistant Principals,
Director of Special Services

B. DEFINITION

Unless otherwise indicated, the term administrator, when used herein this Agreement, shall refer to all professional employees represented by the association in the negotiating unit and references to male administrators shall include female administrators.

ARTICLE II

A. MAINTAINING CURRENT BENEFITS

Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this agreement shall continue to be so applicable during the term of the Agreement. Unless otherwise provided in this Agreement nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any administrator's benefits existing prior to its effective date.

ARTICLE III

A. ACCUMULATIVE SICK LEAVE

All members shall be entitled to fifteen (15) days sick leave per year. Unused days of sick leave shall be accumulated from year to year.

B. RETIREMENT

Upon retirement, any member who has been employed in the district for a minimum of twenty (20) years prior to retirement, and who has accumulated sick leave pursuant to R.S. 18A:30, shall be paid at the time of retirement such sum as shall be arrived at according to the following formula and conditions:

- 1. One-third of the member's daily salary, computed by taking one-two hundredth of the ten-month member's yearly salary, or one-two hundred fortieth of the twelve-month member's yearly salary and shall be multiplied by the total number of accumulated sick leave days accumulated by the employee. This amount subject to the conditions below shall represent the total sum to be paid upon retirement.
- 2. Any member retiring prior to the age of 50 or retiring prior to 20 years of service in this school district shall not be eligible to receive payment under this policy, unless said member who has been employed for a minimum of 20 years retires due to ill health.
- 3. In order to receive payment under this policy, the retiring member shall give advance notice to the Board of Education of his intentions to retire so that appropriate sums of money can be budgeted in the annual school budget. In the event the School Board is not given adequate notice, the retiring member shall not receive payment until the next annual budget.
- 4. Under no circumstances shall any individual receive more than \$4,500.00 under this policy.

C. PERSONAL LEAVE

- 1. All members shall be entitled to three (3) personal leave days per year with the approval of the Superintendent for the following purposes:
 - a. Illness in the immediate family where the presence of the employee is required
 - b. Death of a relative or close friend
 - c. Court summons or other legal process involving no moral turpitude on the part of the employee
 - d. Religious holiday
 - e. Other reasons at discretion of the superintendent
- 2. Such leave shall be cumulative to members' unused sick days.

D. BEREAVEMENT LEAVE

- (1) A maximum of five (5) days shall be allowed with no loss of pay whenever a member is absent due to death of a member of his immediate family. Immediate family is defined to include husband, wife, brother, sister, son, daughter, parents, or spouse's parents.
- (2) Five (5) days shall mean five consecutive days, excluding Saturday and Sunday.

(3) The same five day leave shall apply to related persons residing in the same residence of the member, such as: in-laws, grandparents, etc.

ARTICLE IV

A. VACATION SCHEDULE

All members shall be entitled to vacation leave as follows:

- a. Principals: three (3) weeks after one (1) year of service
four (4) weeks after three (3) years of service
- b. Assistant Principals: two (2) weeks after one (1) year of service
three (3) weeks after two (2) years of service
four (4) weeks after four (4) years of service

If a situation arises where it is not possible for an administrator to take his vacation during the summer months following the school year in which the vacation was earned, the administrator may, upon the approval of the Superintendent of Schools, take the time during the next school year.

However, the administrator may accumulate no more than a maximum of five (5) days, which may be carried over to the next school year.

ARTICLE V

A. TRAVEL

All members of the Association shall be reimbursed at the rate permitted by the Internal Revenue Service when required to use their own automobile in the performance of their duties.

ARTICLE VI

A. COMPENSATION

1. Effective July 1, 1983 - See Appendix I (13 pays)
2. Effective January 7, 1984 - See Appendix II (13 pays)
3. Effective July 1, 1984 - See Appendix III (26 Pays)

ARTICLE VII

A. INCOME PROTECTION INSURANCE

All members of the Association will receive income protection policies from the Washington National Insurance Company Policy Plans #J5460, #6270 and #8730 as issued to the New Jersey Council of School Administrators.

ARTICLE VIII

A. PROFESSIONAL ASSOCIATION DUES

The Board shall pay the members' annual dues for membership in National Association of Secondary School Principals and the National Association of Elementary School Principals.

ARTICLE IX

A. DUTIES AND RESPONSIBILITIES

The duties and responsibilities of the Administrators, who are incorporated within the contract, shall be governed and directed by existing and future policies arrived at and approved by the Administration and Board of Education.

ARTICLE X

A. GROUP LIFE INSURANCE

All members shall be provided a life insurance plan through the National Association of Secondary Principals or the National Association of Elementary School Principals in an amount not to exceed \$250.00 per administrator.

ARTICLE XI

A. GRIEVANCE PROCEDURE

1. **Definition:** The term "grievance" means a complaint or claim that there has been an improper application, interpretation or violation of any term or provision of this contract.

2. Procedure:

(a) Filing a Grievance

A grievance may be filed by an individual member, a group of members, or by the Association, either in its own name or as the representative of a group or class whose individual signatures shall not be necessary. Any grievance must be lodged at the proper initiating level within thirty (30) calendar days of the happening of the event.

(b) Informal Attempt to Resolve

An individual administrator who has a grievance shall discuss it first with his immediate supervisor in an attempt to resolve the matter informally. However, if the grievant is the Association, the initial discussion shall be at the level of the immediate supervisor, in such event, if the problem is not resolved to the satisfaction of the Association within ten (10) work days after the conclusion of the discussion, the procedures prescribed in the subsections of this Section B.

(c) Level One - Immediate Supervisor

If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within five (5) work days, he shall set forth his grievance in writing to the immediate superior specifying:

- (1) The nature of the grievance
- (2) The nature and extent of the injury, loss or inconvenience
- (3) The result of the previous discussion
- (4) His dissatisfaction with decisions previously rendered
- (5) The immediate superior shall communicate his decision to the grievant in writing within seven (7) work days of receipt of the written grievance.

(d) Level Two - Superintendent of Schools

The grievant, no later than five (5) work days after the receipt of the immediate superior's decision, may appeal this decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the immediate superior as specified above and his dissatisfaction with the decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible.

The Superintendent shall communicate his decision in writing to the grievant and the immediate superior, within thirty-five (35) calendar days of the receipt of the grievance by the Superintendent.

(e) Level Three - Arbitration

If the decision of the Superintendent does not resolve the grievance to the satisfaction of the grievant, notice of intention to proceed to arbitration shall be given to the Superintendent within ten (10) work days after the receipt of the decision which is being appealed. The arbitrator will be mutually agreed upon by the Board of Education and the Association.

Any grievance not resolved by timely resort to the foregoing procedure shall be subject to arbitration initiated and conducted under PERC rules.

The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from, the Agreement between parties or any policy of the Board of Education. The opinion and award shall be advisory.

(f) Right to Representation

Rights of administrators to representation shall be as follows:

Any grievant may be represented at all stages of the grievance procedure by himself, or, at his option, by (a) representative (s) and/or any attorney selected and approved by the Association.

When a grievant is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent or at any later level, be notified that the grievance is in process, and have the right to be present and present its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered.

The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal with respect to his personal grievances.

(g) Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

3. Costs:

Each party will bear the total cost incurred by themselves.

The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.

Time lost by any grievant and/or his representative(s) due to arbitration proceedings shall not be charged to personal time nor shall there be any loss in pay if the arbitrator finds for the grievant.

ARTICLE XII

A. ADMINISTRATOR RIGHTS

1. Just Cause Provision

No administrator shall be disciplined, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure and the limitations as set forth in Article XI.

2. Required Meetings or Hearings

Whenever any administrator is required to appear before the Superintendent, Board, or any committee or member thereof concerning any matter that could result in the termination of employment, he shall be given prior notice (which shall be in written form) of the reason for such meeting or interview and shall have (a) representative(s) of the Association and/or attorney present to advise him and represent him during such meeting or interview. Any suspension shall be with pay until formal determination by the Board of Education.

The Association shall have the right to be present to protect the interests, not only of the individual involved, but also of the organization as the bargaining representative exclusively recognized.

ARTICLE XIII

A. PRESCRIPTION PLAN

The Board of Education shall provide a \$1.00 - co-pay, single employee coverage prescription plan.

3. DENTAL PLAN

The Board of Education shall provide full-family coverage for dental benefits as outlined by N.J. Dental Service Plan, Inc., Program III A (or equal).

C. ADDITIONAL ACCRUED HEALTH BENEFITS

For the FY 1983-84 and 1984-85 any new health benefit gained by the Faculty Association shall accrue to the Administrators' Association membership.

D. HOSPITALIZATION AND MEDICAL INSURANCE

The Board shall provide the following hospitalization and medical insurance: Blue Cross and Blue Shield full-family plan, Major Medical and Rider J. The amounts expended for such coverage shall not exceed the amounts so expended in FY 1983-84 as outlined in the following. Rates effective as of 5/1/83.

DESCRIPTION OF COVERAGE	EMPLOYEE & SPOUSE	EMPLOYEE ONLY	EMPLOYEE & SPOUSE	SPOUSE ONLY
	UNDER 65 No Medicare	OVER 65 Or Under Medicare	OVER 65 Or Under Medicare	OVER 65 Or Under Medicare
Employee Only	10	11		
Husband & Wife	40	41	42	43
Family	50	51	52	53
Employee & Child	80	81		

COVERAGE CODE	PREMIUM CHARGES		
	EMPLOYER	DEPENDENT	TOTAL
10	\$53.48	—	\$ 53.48
11	53.48	—	53.48
40	53.48	\$67.38	120.86
41	53.48	67.38	120.86
42	53.48	67.38	120.86
43	53.48	67.38	120.86
50	53.48	79.71	133.19
51	53.48	79.71	133.19
52	53.48	79.71	133.19
53	53.48	79.71	133.19
80	53.48	27.41	80.89
81	53.48	27.41	80.89

This "cap" shall be effective only on the condition that the contracts of all other employees contain an identical "cap" provision.

ARTICLE XIV

A. DURATION

This agreement shall be effective as of July 1, 1983, and shall continue in effect until June 30, 1985.

HAMMONTON ADMINISTRATORS' ASSOCIATION

Jeffrey J. Garrison

George A. Kasunich

HAMMONTON BOARD OF EDUCATION

William H. Parkhurst

Ben J. Horrell

George

8/11/83

DATE

SALARY DISTRIBUTION

Appendix - I - 5% from 7/1 to 12/31/83

High School Principal -	4.35
High School Asst. Principal -	4.69
Middle School Principal -	4.84
Director of Special Services -	5.82
Elementary School Principal -	5.07
Elementary School Asst. Principal -	5.71

Appendix - II - 4% 1/84 - 6/30/84

High School Principal -	3.5
High School Asst. Principal -	3.76
Middle School Principal -	3.88
Director of Special Services -	4.62
Elementary School Principal -	4.06
Elementary School Asst. Principal -	4.54

Average- Yield-7.2% annual raise

Appendix - III - 7/1/84 - 6/30/85

High School Principal -	4.84
High School Asst. Principal -	5.19
Middle School Principal -	5.34
Director of Special Services -	6.32
Elementary School Principal -	5.57
Elementary School Asst. Principal -	6.21

Average-Yield-5.5% annual raise